NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Tuesday, September 2, 2025, at 10:00 AM in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice-Chairman Jerry Jones, Commissioner Derek Burress, Commissioner Ray Johnson, Commissioner Robert Taylor, Jr.. County Manager Kyle DeHaven, County Attorney Kevin MacQueen, Deputy Clerk Kathy Mooring, and Economic Development Director Trey Cash.

A. Call to Order

Chairman Bennie Heath called the meeting to order at 10:00 AM, and gave the Invocation and led the Pledge to the Flag.

There were three Greene County staff and no people from the public in attendance.

B. Approval of Agenda

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

C. Consent Agenda

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

1. 08-18-25 Regular Meeting Minutes

2. Consideration of Late Present Use Value and Property Tax Relief Applications

3. Releases/Refunds

D. Public Comments

There were no public comments. Ms. Sharon Harrison came forward to announce that September is Senior Center Month, and the Greene County Senior Center will be holding their annual Senior Center Fundraiser and Open House on September 27th, starting at 12 p.m. Call Sharon Harrison at the Senior Center at 252-747-5436 for more information.

E. Presentation(s)

1. Approval of Revised GoldenLEAF Grantee Acknowledgment and Agreement for Due Diligence Grant Funding from GoldenLEAF
   Mr. Trey Cash presented a Revised GoldenLEAF Grantee Acknowledgment and Agreement for Due Diligence Grant Funding from GoldenLEAF. Greene County was awarded a GoldenLEAF Site Program grant to conduct due diligence activities at the Burnette Road Industrial Site. As part of this work, Terracon Consultants completed the initial archaeological task, which consisted of a computer-based desktop review of historic maps. This review confirmed the presence of a few early 20th century farmhouses and two small family cemetery plots on the property that are not registered with the State. These findings are common in eastern North Carolina and are addressed

as part of the standard due diligence process. GoldenLEAF has approved additional funding to allow Terracon to proceed with on-site inspections and prepare detailed reports. This work will determine appropriate buffers around the cemetery plots and provide guidance for master planning the site. The additional funding is fully covered by the revised grant agreement, which increases the award from $113,250 to $190,850. Mr. Cash moves the Board for approval to accept the additional funding.

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

F. County Manager

1. Greene County Courthouse Project Change Order #1
   Mr. DeHaven presented Change Order # 1 for the Greene County Courthouse Courtroom Project. The changes needed are for electronics, cameras, intercom stations, secure doors and circuits for data services. The work will be done by Johnson Controls, and the change amount will be $25,689 which brings the total to $420,689.

   On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

2. Resolution Approving Participation in the Purdue Pharma Bankruptcy Plan
   Mr. DeHaven presented a Resolution approving participation in the Purdue Pharma Bankruptcy Plan and Sackler settlement in the National OPIOID Litigation.

   On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

3. Resolution Authorizing Participation in Secondary OPIOID Manufacturer Settlements and Adoption of SAAF-3
   Mr. DeHaven presented a Resolution authorizing participation in Secondary OPIOID Manufacturer Settlements and Adoption of SAAF-3.

   On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

4. Budget Amendment: DSS
   Mr. DeHaven presented a Budget Amendment for DSS to re-appropriate Adoption Promotion Funds received after 6/30/25. These are non-recurring funds and are to be used to enhance and/or expand adoption programs.

   On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

G. County Attorney's Comments

No comments.

H. Commissioners' Report and Recommendation

Chairman Heath stated that the Senior Center Fundraiser and Open House will be on Saturday, September 27th at noon. It is always a good time and open to all. Chairman Heath also noted that the Greene Central Football Team is off to a good start this year and the next home game is on September 12th. Ormondsville Free Will Baptist Church will be selling BBQ Chicken plates on September 13th and their Annual Fall Festival will be that evening. The American Legion Post 94 will be selling Pork Loin Dinner plates at the Legion post on September 13th as well. He also noted on September 13th there will be a Project Explorer for teachers at the schools that was received as a teacher mini-grant to promote community science. He congratulated our DSS Director Amanda Smith on receiving a Future Oriented Director Award.

Commissioner Taylor announced that the Annual LCC Fundraiser raised $30,000 for Greene County students to attend LCC. He also thanked the EMS personnel who responded to an emergency during the tennis tournament and saved a man's life after he suffered a heart attack while playing tennis. There were a lot of emergency people present, and they started CPR and worked on him until the EMS staff arrived on the scene.

Commissioner Burress noted that he was very proud of our Commissioners at the conference they just attended. He said our Commissioners waited till all at their table was seated, and a prayer was said before they started eating.

I. Closed Session

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to go into Closed Session.

1. Economic Development - *To conduct a closed session pursuant to the provisions set forth in N.C.G.S. § 143-318.11(a)(4)*

   Attorney-Client Privilege - *To conduct a closed session pursuant to the provisions set forth in N.C.G.S. § 143-318.11(a)(3)*

   On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to come out of Closed Session.

J. Adjourn

It was noted upon coming out of closed session that there will be a Grand Opening of the Charter's of Freedom on September 17th.

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to adjourn.

Bennie Heath, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

The Golden LEAF Foundation ("Golden LEAF")

REVISED GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Greene

2. Number & Title: G-202512-09990/ Greene County SITE Due Dilegence

3. Purpose of Grant: This award provides funding to Greene County to conduct due diligence analyses on approximately 630 acres of farmland under option by the county. Due diligence to be completed with Golden LEAF funds must meet requirements described in the Golden LEAF SITE Program and may include a Phase I Environmental Site Assessment, a Wetlands and Stream Delineation, a Threatened and Endangered Species Report, an Initial Historical, Archaeological, and Cultural Resource Review, a Geotechnical Report, a Buildable Area Summary Map, a Water System Flow Analysis, an Existing Utilities Map, and a Title Opinion or other items approved by Golden LEAF. The county expects the site could attract an industrial user that would invest $100 million in private investment and create 250 jobs with an average wage of $50,000.

4. Original Amount of Grant: $113,250.00
   Revised Amount of Grant: $190,850.00

5. Award Date: April 03, 2025
   Revision Date: August 7, 2025

6. Special Terms and Conditions Applicable to Grant:
   a) The term of the grant is 11 months, commencing on the Award Date. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement (this "Agreement") that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
   b) Release of funds for additional archaeological investigation (Task 2 of the new Terracon contract) is conditioned on approval by Golden LEAF staff.

7. Standard conditions on the release of grant funds:
   c) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
   d) Release of funds is contingent on Grantee returning a fully executed copy of this Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
   e) Release of funds is contingent on Golden LEAF's approval of activities and outcomes that will be used to monitor and assess Grantee's implementation of the project. Unless otherwise directed by Golden LEAF, Grantee must submit proposed outcomes and activities for approval within forty-five (45) days of the Award Date.
   f) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
   g) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
   h) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
   i) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.

8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state, or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non- payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.

10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of the Interested Person's financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflicts of interest policy or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. The Grantee may request that the President of the Foundation approve a conflict of interest policy that varies from the requirements of this section. This section does not alter the

requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. Procurement/Disposition: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of $1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of $100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section. If equipment purchased by the Grantee using Golden LEAF funds is no longer needed or used for the project funded, the Grantee may donate the equipment to a North Carolina governmental entity or a North Carolina organization recognized as an organization described under Section 501(c)(3) of the Internal Revenue Code. In making such a donation, the Grantee must comply with statutory or regulatory requirements that apply to the Grantee, must use reasonable efforts to ensure that the equipment is used for purposes consistent with this grant, and must document and retain records evidencing the donation in accordance with the terms and condition of this Agreement.

12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing, which may be a communication sent through Golden LEAF's grants management system to the Grantee.

13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding, in this Agreement, or in the budget or other forms approved by Golden LEAF shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Agreement and the Grantee's application for funding, this Agreement will control.

14. The Grantee acknowledges receipt of Golden LEAF's policy regarding termination and rescission of grants, which policy is incorporated in this Agreement by reference and is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which

case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be submitted through Golden LEAF"s online grants management system in accordance with instruction provided by Golden LEAF, unless otherwise directed by Golden LEAF. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF twice each year, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org.The Grantee will submit reports through Golden LEAF's online grants management system following in accordance with instructions provided by Golden LEAF, unless otherwise directed by Golden LEAF. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms and following in accordance with processes prescribed by Golden LEAF.

17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall be maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.

18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date:__________________

    Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

    The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

    Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the

Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.

20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, parental status, national origin, genetic information, political affiliation, protected veteran status, or disability, or any other legally protected status, in connection with the activities of a project funded by Golden LEAF.

21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from the Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. The Golden LEAF Brand and Publicity Guide can be accessed at www.goldenleaf.org/brand-and-publicity-guide/. For assistance with publicity, including review of all press releases, please contact Golden LEAF staff (news@goldenleaf.org).

22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies their authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): Greene County

Signature: ______________________

Name of Person Signing (print): Kyle DeHaven

Title of Person Signing (print): County Manager

Date: 9-3-25

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Greene County Courthouse
301 N Greene Street
Snow Hill, NC 28580

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 31, 2025

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: August 12, 2025

OWNER: *(Name and address)*
Greene County

ARCHITECT: *(Name and address)*
N/A

CONTRACTOR: *(Name and address)*
Farrior and Sons, Inc.
PO Box 127
Farmville, NC 27828

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
-Conduit chases for microphones at Judge, Clark, Witness station
-Power and data provisions for Auto track camera
-Power and data provisions for (2) TV stations
-Conduit and wires for the following:
(2) Intercom stations by secure doors
(2) door control locations
(2) relocate existing intercom stations
(relocate (1) camera
-Add circuit for data server in new storage room
-JCI Scope of Work

Total Add... $25,689.00

The original Contract Sum was	$	395,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	395,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	25,689.00
The new Contract Sum including this Change Order will be	$	420,689.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

N/A	Farrior and Sons, Inc.	Greene County
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
	Bobby L. E	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
	Bobby L. Evans, Vice President	Kyle DeHaven County Manager
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
	8/12/2025	9-3-25
DATE	**DATE**	**DATE**

GREENE COUNTY
NORTH CAROLINA

RESOLUTION OF GREENE COUNTY BOARD OF COMMISSIONERS APPROVING PARTICIPATION IN THE PURDUE PHARMA BANKRUPTCY PLAN AND SACKLER SETTLEMENT IN THE NATIONAL OPIOID LITIGATION

WHEREAS, Greene County, North Carolina ("County"), along with other states, counties, and municipalities, has pursued litigation against Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., and members of the Sackler family, alleging their conduct contributed to the nationwide opioid crisis; and

WHEREAS, Purdue Pharma and related entities filed for bankruptcy in the United States Bankruptcy Court for the Southern District of New York (Case No. 19-23649), resulting in a proposed bankruptcy plan and settlement with the Sackler family (the "Settlement"), providing for payments and injunctive relief to state and local governments to abate opioid-related harms; and

WHEREAS, the State of North Carolina has entered into agreements allocating opioid settlement proceeds between the State and its counties and municipalities, and has requested that all eligible counties formally authorize participation in the Settlement to ensure receipt of allocated funds; and

WHEREAS, the Board of Commissioners finds that participation in the Settlement is in the best interest of the County and its residents, as it will provide resources to address opioid misuse, treatment, prevention, and abatement strategies;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Greene County, North Carolina, that:

1. The Board hereby approves and authorizes the County's participation in the Purdue Pharma bankruptcy plan and Sackler Settlement, including execution of any required releases, joinders, or other settlement participation agreements.
2. The County Manager, County Attorney, or other designated official is hereby authorized and directed to take all actions and execute all documents necessary to effectuate participation in the Settlement and to receive and administer the County's share of settlement funds in accordance with applicable state and federal requirements.
3. The County affirms that any funds received through the Settlement shall be used exclusively for opioid remediation purposes consistent with the State-Subdivision Agreement and all applicable guidelines.
4. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 2nd **day of** September**, 2025.**

GREENE COUNTY COMMISSIONERS
NORTH CAROLINA

ATTEST:

Kyle J. DeHaven, Clerk to the Board

Bennie Heath, Chairman

GREENE COUNTY BOARD OF COMMISSIONERS
RESOLUTION AUTHORIZING PARTICIPATION IN SECONDARY OPIOID MANUFACTURER SETTLEMENTS AND ADOPTION OF SAAF-3

WHEREAS, Greene County ("County") has been impacted by the opioid epidemic, resulting in public health, social, and financial costs; and

WHEREAS, the State of North Carolina and public subdivisions are participating in newly negotiated nationwide settlements with multiple opioid manufacturer defendants—including Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan (Viatris), Sun Pharmaceutical Industries, Zydus, and Sandoz ("Secondary Opioid Manufacturer Settlements"); and

WHEREAS, Attorney General Jackson announced in July 2025 that North Carolina joined these settlements, which may bring up to approximately $168 million to the State and its local governments between 2026 and 2041, provided all eligible subdivisions elect to participate North Carolina Opioid Settlementsnationalopioidsettlement.com; and

WHEREAS, local governments must adopt a resolution by **October 8, 2025**, to participate—following participation deadlines for the Purdue Settlement (September 30, 2025) North Carolina Opioid Settlements; and

WHEREAS, North Carolina is extending its existing Memorandum of Agreement (MOA) framework to these Secondary Opioid Manufacturer Settlements through the Third Supplemental Agreement for Additional Funds ("SAAF-3"), which governs allocation, use, and reporting of the new settlement funds North Carolina Opioid Settlements; and

WHEREAS, participation will ensure that County secures its allocated share of abatement funds to support opioid prevention, treatment, harm reduction, and recovery programs under MOA/SAAF-3.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Greene County, North Carolina, that:

Section 1. Participation Approval

1. The County hereby approves participation in the Secondary Opioid Manufacturer Settlements involving Alvogen; Amneal; Apotex; Hikma; Indivior; Mylan (Viatris); Sun Pharmaceutical Industries; Zydus; and Sandoz.
2. The County adopts and agrees to be bound by the Third Supplemental Agreement for Additional Funds (SAAF-3), extending the MOA framework to these settlements.

Section 2. Authorization of Officials

The County Manager, County Attorney, or their designees are hereby authorized to:

1. Execute all necessary documents—including settlement joinders, releases, or electronic sign-on forms—to effectuate participation;
2. Complete all administrative steps required to opt-in by the **October 8, 2025** deadline;
3. Take any further actions necessary to receive and manage allocated settlement funds consistent with MOA/SAAF-3.

Section 3. Fund Management and Usage

1. All funds received under these settlements shall be deposited into a **designated special revenue fund**.
2. Funds shall be used exclusively for opioid remediation strategies—including prevention, treatment, recovery support, harm reduction, and related activities—as defined under the MOA and SAAF-3.
3. Expenditures must be approved by the Board—either via budget appropriation or separate resolution—with specification of project details and alignment with MOA/SAAF-3 guidelines.

Section 4. Reporting and Accountability

The County will comply with all MOA/SAAF-3 reporting requirements, including:

- Submitting annual expenditure and program reports to the North Carolina Department of Justice;
- Participating in any coordination efforts or governance groups under the MOA/SAAF-3 structure.

Section 5. Future Settlement Authorizations

The County Manager or County Attorney (or designees) are authorized to execute future opioid settlement participation forms or joinders under MOA/SAAF-3, provided they align with the framework and reporting obligations, and after notifying the Board Chair.

Section 6. Effective Date

This Resolution shall become effective immediately upon adoption.

ADOPTED this 2nd day of September, 2025.

GREENE COUNTY COMMISSIONERS NORTH CAROLINA

Bennie Heath

Bennie Heath; Chairman

ATTEST:

Kyle J. DeHaven, Clerk to the Board

GREENE COUNTY
BUDGET REQUESTS

GREENE COUNTY
NORTH CAROLINA

Department: DSS

Effective Date: 08/28/25

LINE ITEM TRANSFER					
FROM			TO		
Acct #	Acct Name	Amount	Acct #	Acct Name	Amount
	Total	$ 0.00		Total	$ 0.00

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Acct #	Acct Name	Amount	Acct #	Acct Name	Amount
11198-439800	Fund Balance Approp.	-36,572.00	11523-563800	Adoption Promotion	36,572.00
	Total	-$ 36,572.00		Total	$ 36,572.00

Justification:

To re-appropriate Adoption Promotion funds received after 6/30/25. These are non-recurring funds and are to be used to enhance and/or expand adoption programs.

Requested by: Amanda Smith

Commissioner/County Manager Approval: